

RESOLUTION NO. 2011-123

RESOLUTION OF THE CITY COUNCIL  
OF THE CITY OF ROCKLIN APPROVING A FOURTH AMENDMENT TO  
THE MEMORANDUM OF UNDERSTANDING BETWEEN  
THE CITY OF ROCKLIN AND THE  
ROCKLIN POLICE OFFICERS' ASSOCIATION

(Originally Approved by Resolution No. 2007-160/June 12, 2007; First Amendment Approved by Resolution No. 2009-101, May 26, 2009; Second Amendment Approved by Resolution No. 2010-130, June 22, 2010; Third Amendment Approved by Resolution No. 2010-163, August 24, 2010)

The City Council of the City of Rocklin does resolve as follows:

Section 1. The City of Rocklin and the Rocklin Police Officers' Association entered into a Memorandum of Understanding (the "MOU") regarding terms and conditions of employment on June 12, 2007 approved by City Council Resolution No. 2007-160, as amended by Resolution No. 2009-101 on May 26, 2009; Resolution No. 2010-130 on June 22, 2010; and Resolution No. 2010-163 on August 24, 2010.

Section 2. A Fourth Amendment to the MOU in the form attached hereto as Exhibit A and by this reference incorporated herein is hereby approved and the City Manager is hereby authorized to execute the Amendment on behalf of the City of Rocklin.

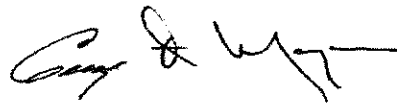
PASSED AND ADOPTED this 26th day of July, 2011, by the following vote:

AYES: Councilmembers: Ruslin, Yuill, Hill, Storey, Magnuson

NOES: Councilmembers: None

ABSENT: Councilmembers: None

ABSTAIN: Councilmembers: None



George Magnuson, Mayor

ATTEST:



Barbara Ivanusich, City Clerk

## **EXHIBIT A**

### **THE FOURTH AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF ROCKLIN AND THE ROCKLIN POLICE OFFICERS' ASSOCIATION**

(Originally Approved by Resolution No. 2007-160/June 12, 2007; First Amendment Approved by Resolution No. 2009-101, May 26, 2009; Second Amendment Approved by Resolution No. 2010-130, June 22, 2010; Third Amendment Approved by Resolution No. 2010-163, August 24, 2010)

This Fourth Amendment to the Memorandum of Understanding is entered into this 26th day of July, 2011, by and between the City of Rocklin (the "City") and the Rocklin Police Officers' Association (the "Union").

#### **Recitals**

1. City and Union (collectively, "Parties") have previously entered into a Memorandum of Understanding (the "MOU"), approved by the City Council by Resolution No. 2007-160, on June 12, 2007. The effective date of the MOU is February 1, 2007. The First Amendment to this MOU was approved by the City Council by Resolution No. 2009-101, on May 26, 2009; the Second Amendment to this MOU was approved by the City Council by Resolution No. 2010-130, on June 22, 2010; and the Third Amendment to this MOU was approved by the City Council by Resolution No. 2010-163, on August 24, 2010.
2. The Parties have determined that it is reasonable and appropriate to make certain changes in the form of a Fourth Amendment to the MOU ("Amendment").

#### **Agreement**

Now, therefore the Parties agree to amend the MOU to incorporate the changes and additions set forth below. Except as amended herein, the provisions of the MOU, as amended, remain in full force and effect. Except as otherwise specified, capitalized terms contained in this Amendment shall have the same meaning as those contained in the MOU.

Unless otherwise specified, all changes set forth in this Amendment will be effective at the beginning of the pay period following City Council approval of this Amendment.

Section I, Article 3 - Term. The first sentence is amended and a second sentence is added to read as follows:

"This MOU shall be effective as of February 1, 2007 and shall remain in effect until midnight February 28, 2015. The RPOA shall have the right to extend the Agreement an additional twelve (12) months to February 28, 2016."

Section II, Article 12 – Calculation of Annual Salaries.

Sections 12.1.6., 12.1.7., and 12.1.8. are amended to read as follows:

"12.1.6. Effective with the first pay period following the pay period that includes January 1, 2013, the City shall increase base compensation for sworn personnel by 3.5% or to the average base compensation paid by the cities, whichever is higher.

12.1.7. Effective with the first pay period following the pay period that includes June 1, 2014, the City shall increase base compensation for sworn personnel by 3.5% or to the average base compensation paid by the cities, whichever is higher.

12.1.8. Effective with the first pay period following the pay period that includes January 1, 2015, the City shall increase base compensation for sworn personnel by 3.5% or to the average base compensation paid by the cities, whichever is higher."

Section 12.2.2. is amended to read as follows:

"12.2.2. Non-sworn salaries shall be calculated either by using the current Proposition C formula contained in Article 12.3 below, or by making the following salary adjustments, whichever is greater:

Effective with the first pay period following the pay period that includes January 1, 2013, the City shall increase salaries 3.5% for all classifications.

Effective with the first pay period following the pay period that includes January 1, 2014, the City shall increase salaries 3.0% for all classifications."

Section II, Article 17 – Education Incentive. Section 17.2. is amended to read as follows:

"Each employee is eligible for education incentive pay as listed below:

	<u>Monthly Amount</u>
Completion of 60 college units (40 units must be job related)	\$65.00
EMD Certificate	\$75.00
Associate's Degree (any major)	\$75.00
Intermediate POST	\$175.00
Dispatcher Intermediate POST	\$175.00
BA/BS (any major)	\$150.00
Advanced POST	\$225.00
Dispatcher Advanced POST	\$225.00
MA (non-sworn only)	\$200.00
BA/BS + Advanced POST (Sworn and Dispatchers)"	\$275.00

Section III, Article 25 – Health, Dental, Vision, Life and Accidental Death & Dismemberment (AD&D) Insurance. Section 25.4. Premiums is amended to read as follows:

“25.4.1. The City will pay the full cost of coverage for a family dental plan, a family vision plan, and \$50,000 life and accidental death insurance for employee only.

25.4.2. The City will contribute a maximum of \$1,093 per month towards the cost of health insurance.

If another unit in the City receives a higher fixed contribution towards health insurance during the term of this MOU, the RPOA will receive the same higher contribution.”

Section III – Article 28 – Retirement Benefits. Section 28.1. is amended to read as follows:

"28.1. The City shall continue to contract with CalPERS (California Public Employees Retirement System) during the term of this MOU. The retirement formula for sworn personnel is 3% @ 50. The retirement formula for non-sworn personnel is 2% @ 55.

The plan will have the following additional contract provisions:

Section 20965, Credit for Unused Sick Leave  
Section 21574, 1959 Survivors Benefit, Fourth Level  
Section 20042, One Year Final Compensation"

Section III – Article 29 – Deferred Compensation. Article 29 is amended to read as follows:

"Effective at the beginning of the pay period following the pay period that includes July 1, 2010, the City will suspend the \$100.00 per month City contribution in matching funds for each employee who participates in a City-sponsored deferred compensation program.

Effective at the beginning of the pay period that includes January 1, 2014, the City will contribute up to \$100.00 per month in matching funds for each employee who participates in a City-sponsored deferred compensation program. Employees who regularly work less than 40 hours per week will receive a prorated benefit."

Section III – Article 33 – Paid Time Off Program (PTO)

Section 33.1.2. – Use of PTO is amended to read as follows:

"An employee may use PTO as soon as it is accrued."

Section 33.2.1. – Use of Sick Leave is amended to read as follows:

"33.2.1.1. Sick leave may be used in the event of one of the following circumstances:

- Actual illness or injury of the employee;
- The employee's exposure to a contagious disease;
- Medical or dental appointments of employee and employee's immediate family members, when such appointments cannot be arranged during off-duty hours, and when the employee's presence is required; and

- Where the employee's medical attention to an immediate family member is required and the illness/injury does not meet the criteria of the California Family Rights Act (CFRA) or the Family Medical Leave Act (FMLA). Immediate family is defined as the employee's mother, stepmother, father, stepfather, spouse, child, stepchild, or any person living in the employee's immediate household.

33.2.1.2. An employee who is entitled to disability retirement (either at his/her own request or as a result of City action) under PERS shall not be entitled to use sick leave to defer the effective date of retirement as provided by Government Code Section 21163.

33.2.1.3. Employees may not use sick leave until they have completed six (6) months of employment.

33.2.1.4. Employees who are absent from three consecutive shifts or work days because of illness or non-job related injury may be required to submit a physician's certificate verifying the condition and certifying the employee's ability to perform the full range of his/her duties upon return to duty.

33.2.1.5. Coordination of Sick Leave and Disability Benefits:

Sick leave benefits and benefits received by an employee under the State Disability Insurance Law for non-work related injury shall be integrated as follows:

An employee who sustains a non-work related injury or illness and who receives State Disability Insurance (SDI) benefits shall:

- If he/she has accumulated sick leave, be treated as on sick leave; and
- Receive full salary, which shall be a combination of compensation from the City and SDI.
- When sick leave benefits are exhausted, he/she shall only receive SDI to the extent permitted by law.
- During such period, sick leave shall be deducted from the employee's accumulated sick leave in the same ratio as the City portion of the employee's salary bears to the employee's full salary."

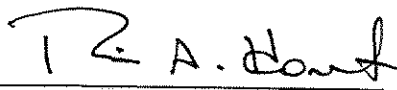
Section VI – Article 54 – Part-Time Employees

Section 54.2. – Non-sworn Part-time Employees is amended to read as follows:


“Absent mutual agreement of the Chief of Police and the RPOA, the City agrees to limit the number of part-time non-sworn employees to no more than eight (8) total for all the non-sworn classifications covered by this MOU. This section does not apply to volunteers, interns, or other unpaid help.”

**IN WITNESS WHEREOF**, this Fourth Amendment to the MOU has been executed by the Parties hereto on the day and year first above written.

City of Rocklin

  
Ricky A. Horst, City Manager

Rocklin Police Officers' Association

  
Adrian Passadore, President